# Received by NSD/FARA Registration Unit 11/30/2022 8:51:36 PM OMB No. 1124-0006; Expires July 31, 2023

#### U.S. Department of Justice

Washington, DC 20530

# Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

2. Registration Number 7198			
FL 33309			
5. Address of Foreign Principal 2204 R St NW Washington, DC 20008			
6. Country/Region Represented NIGER			
one of the following:  Committee  Voluntary group  Other (specify)			
8. If the foreign principal is a foreign government, state:  a) Branch or agency represented by the registrant  Embassy  b) Name and title of official with whom registrant engages  Kiari Liman-Tinquiri, Ambassador of Niger to the United States			

<sup>1 &</sup>quot;Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:	
a) Name and title of official with whom registrant engages	
b) Aim, mission or objective of foreign political party	
10. If the foreign principal is not a foreign government or a foreign political party:	
a) State the nature of the business or activity of this foreign principal.	
<ul> <li>b) Is this foreign principal:</li> <li>Supervised by a foreign government, foreign political party, or other foreign principal</li> </ul>	ıl Yes □ No □
Owned by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Directed by a foreign government, foreign political party, or other foreign principal	Yes □ No □
Controlled by a foreign government, foreign political party, or other foreign principal	
Financed by a foreign government, foreign political party, or other foreign principal	Yes \( \) No \( \)
Subsidized in part by a foreign government, foreign political party, or other foreign p	
11. Explain fully all items answered "Yes" in Item 10(b).	
12. If the foreign principal is an organization and is not owned or controlled by a foreign gover	rument foreign political party or other
foreign principal, state who owns and controls it.	innent, foreign pointical party of other

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#### **EXECUTION**

Date	Printed Name	Signature
11/30/2022	Evan Nierman	/s/Evan Nierman
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#### **EXECUTION**

Date	Printed Name	Signature
1.30 <u>22</u>	EVAN NIERMAN	
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V <u></u>		

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OMB No. 1124-0004; Expires July 31, 2023

U.S. Department of Justice

Washington, DC 20530

# Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <a href="https://www.fara.gov">https://www.fara.gov</a>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <a href="https://www.fara.gov">https://www.fara.gov</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="https://www.fara.gov">https://www.fara.gov</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant 2. Registration Number		
Red Banyan Group, LLC 7198		
3. Name of Foreign Principal EMBASSY OF NIGER		
Check Appropriate Box:		
4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.		
5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.		
6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.		
7. What is the date of the contract or agreement with the foreign principal? 11/01/2022		
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.		
Provide public and government relations services to Embassy of Niger in preparation for the 2022 U.S Africa Leaders Conference. Arrange meetings between key Members of Congress and the President of Niger.		

9.	Provide public	and government	relations services to	Embassy of Nig	n behalf of the above foreign principal. For in preparation for the 2022 U.S Congress and the President of Niger.	
					1 41 40 40 40 4 m 4	
10.			ove foreign principal inc	lude political activ	vities as defined in Section 1(o) of the Act <sup>1</sup> .	
	Yes 🗷	No 🗆				
	together with the involving lobbying dissemination of it Provide public	means to be employ g, promotion, perce nformational mater and government	yed to achieve this purpo eption management, publ ials. relations services to	se. The response ric relations, econo	elations, interests or policies to be influenced must include, but not be limited to, activities mic development, and preparation and ger in preparation for the 2022 U.S	
	Allica Leaders	Conference. Arr	ange meetings between	r key Members of	Congress and the President of Niger.	
11.	Prior to the date of activities, for this	The same of the sa	his foreign principal has	the registrant enga	ged in any registrable activities, such as poli	tical
	Yes □	No 🗷				
	policies sought to delivered speeche names of speakers	be influenced and s, lectures, social n s, and subject matte tion management,	the means employed to a nedia, internet postings, or. The response must als	chieve this purpos or media broadcast o include, but not	anong other things, the relations, interests, and se. If the registrant arranged, sponsored, or ts, give details as to dates, places of delivery, be limited to, activities involving lobbying, and preparation and dissemination of	
	Set forth below a	general description	of the registrant's activi	ties, including poli	itical activities.	
	Set forth below in	n the required detai	l the registrant's political	activities.		
	Date C	Contact	Method		Purpose	

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o □ in the required detail an account m Whom passy of Niger	of such monies or things of value.  Purpose	
m Whom	Purpose	
oassy of Niger		Amount/Thing of Value
	Public relations consulting fee	\$ 25,000.00
		\$ 25,000.00
		Total
	ation to register <sup>4</sup> for this foreign principal, has the foreign principal or transmitted monies to	
v in the required detail and separa	tely an account of such monies, including monies	s transmitted, if any.
ipient	Purpose	Amount

<sup>1 &</sup>quot;Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

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#### **EXECUTION**

Date	Printed Name	Signature
11/30/2022	Evan Nierman	/s/Evan Nierman

# Received by NSD/FARA Registration Unit 11/30/2022 8:51:38 PM

#### **EXECUTION**

Date	Printed Name	Signature
1/-30-22	EVAN Nierman	

#### PUBLIC RELATIONS CONSULTING AGREEMENT

This Public Relations Consulting Agreement ("<u>Agreement</u>") is made by and between RED BANYAN GROUP, LLC ("<u>Red Banyan</u>"), on the one hand, and EMBASSY OF NIGER TO THE UNITED STATES OF AMERICA ("<u>Client</u>"), on the other hand. Red Banyan and Client may be referred to collectively as the "<u>Parties</u>" or individually as a "<u>Party</u>").

WHEREAS, Client desires to retain Red Banyan as an independent contractor to perform certain public relations services as described on the attached scope of work (the "Scope of Work"); and

WHEREAS, the Parties have entered into this Agreement for the purpose of entering into the relationship described herein.

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereby agree as follows:

- <u>1. Services</u>. Red Banyan shall provide Client with public relations services in connection with and under the terms set forth in the Scope of Work (the "<u>Services</u>").
  - 2. Term. Red Banyan shall commence work under this Agreement on November 1, 2022

#### 3. Fees and Expenses.

- a. <u>Fees</u>. The Services shall be billed at a project rate of \$25,000 for the 45-day engagement. Red Banyan and Client shall undergo a review following the conclusion of the project to review the work performed up to that point. Should the Client wish to continue receiving services, the review would serve as an opportunity to examine and potentially adjust the scope of work, and to ensure that the logistics, workflow and allotted resources are in line with the outlined monthly fees.
- b. <u>Expenses</u>. Red Banyan shall obtain Client's pre-approval in writing before incurring any additional expenses, including press release distributions, which are anticipated and would be billed at cost (\$280 per release if done through PRWeb and more if done through other services).
- c. <u>Third-Party Expenses</u>. Red Banyan shall obtain Client's pre-approval in writing for any third-party expenses and Client will be charged the full amount of such on the subsequent invoice and shall pay said invoice upon tender in accordance with Section 5 herein.
- d. <u>Proceedings</u>. In the event any employee of Red Banyan, at any time is required or requested to participate or provide testimony, documents or other evidence in any legal or regulatory action, arbitration or other proceeding relating, directly or indirectly, to this Agreement, and regardless of whether or not this Agreement has been terminated, the Client shall pay Red Banyan for the time spent in preparing for and providing such participation or testimony, at Red Banyan's then standard billing rates, and for any costs and expenses, including reasonable attorneys' fees, incurred in connection therewith.
- e. <u>Travel Expenses</u>. No travel expenses are expected. In the event that any individual providing services hereunder must travel out of Miami-Dade, Broward, or Palm Beach Counties, Florida, Washington, D.C., Atlanta, Georgia, Los Angeles, California or New York, New York, Client will be billed for actual time worked subject to a minimum of seven hours per day for each full day away from the office, including actual travel time.
- 4. Payment Terms. Upon receipt of this signed contract, Red Banyan will submit to Client a Form W-9, ACH instructions and an invoice in the amount of \$25,000. Payment will be due in full by the project start date. A late fee of 10% will be applied, each month, to any invoice balance that is more than 15 calendar days past due.

- 5. Collections. In the event that Client's bank dishonors any payment, Client will reimburse Red Banyan for any associated fees, charges and expenses. If Client's account is turned over to an attorney or other third-party for collection, Client shall reimburse Red Banyan for its reasonable attorneys' fees, court costs, interest, and other expenses incurred in connection with any such collection efforts. Red Banyan reserves the right to stop work, upon forty-eight (48) hours prior written notice to Client, should Client fail to tender payment due in accordance with the terms of this Agreement.
- 6. Termination. Red Banyan's engagement hereunder may be terminated by either party on a sixty (60) day written notice. Any provision of this Agreement relating to the payment of fees and expenses or indemnification by the Parties will survive termination of the Agreement by either Party. Red Banyan may terminate this Agreement immediately upon forty-eight (48) hours prior written notice to Client, should Client fail to tender payment due in accordance with the terms of this Agreement.
- 7. Review & Approval of Press Materials. Client is responsible for reviewing all materials prepared by Red Banyan to confirm that all representations, direct and implied, are supported by objective data then possessed by it, as well as to confirm the accuracy and legality of the descriptions and depictions of its products and services and/or competitive products or services described or depicted therein. Client shall approve all press materials, in writing ("Writing"), before they are distributed. "Writing" is defined to include electronic communications by Client via e-mail.

#### 8. Acknowledgements by Client:

- a. <u>Use and Publication of Press Materials</u>. Client acknowledges that after materials have been distributed to the press or other third-parties, Red Banyan no longer maintains any control over the use or the further publication or dissemination of such materials. Red Banyan cannot warrant or guarantee that any press materials will actually be used by the media, or that any published information will accurately convey the information provided by Red Banyan. Client acknowledges that nothing in this Agreement, or any other statement by Red Banyan, will be construed as a promise or guarantee as to the outcome of a media campaign or any services provided hereunder.
- b. <u>Vendors</u>. Client acknowledges that Red Banyan assumes no responsibility or liability for damages or delays caused by, or any errors made by, or resulting from the action or inaction of any third-party vendors (e.g., printers or delivery services) with whom Red Banyan and/or Client may contract in the course of a media campaign.

#### 9. Non-Solicitation of Employees.

- a. Each Party covenants and agrees that it will not, at any time during the term of this Agreement and for the one-year period immediately following the termination of this Agreement (regardless of the reason for termination), either directly or indirectly, solicit or recruit for employment, hire, employ, contract or otherwise affiliate with, any person who was an employee or independent contractor of the other Party at any time during the term of this Agreement, for the purpose of having that person provide the same or similar services that he or she provided as an employee and/or contractor, without the other Party's prior written approval.
- b. The Parties agree that any breach of this <u>Section 9</u> will result in irreparable harm and damages to the non-breaching party that would be very difficult to determine and which cannot be adequately compensated by monetary award. Accordingly, each Party, in addition to and not to the exclusion of any monetary award or other rights and remedies at law or in equity to which any party may be entitled, shall be entitled to injunctive relief (temporary restraining order, preliminary injunction and permanent injunction) and specific performance with respect to any actual or threatened breach of this <u>Section 9</u> in order to prevent or to restrain any such breach and/or any other person directly or indirectly acting for, on behalf of, or with the breaching Party.

10. Indemnification. Each Party agrees to indemnify and hold harmless the other Party, the other Party's members, officers, directors, employees, affiliates and agents (each such entity or person being referred to as an "Indemnified Person") from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorney's fees) which any Indemnified Person may be subject to or incur in connection with this Agreement. This paragraph shall not apply to any such losses, claims, damages, liabilities, costs or expenses of any Indemnified Person that are determined by a finder of fact to have resulted from the Indemnified Person's gross negligence or willful misconduct. The Indemnified Person shall promptly notify the indemnifying Party of any such claim or suit of which it becomes aware. As a result of its indemnification obligation, the indemnifying Party, at its sole cost and expense, may assume responsibility for the defense of any such claim or suit. In the event that the indemnifying Party exercises such right, it must provide the Indemnified Person with written notice of its intent to defend the claim, either within 15 calendar days after receiving notice of the claim from the indemnifying Party, or within 30 calendar days before the Indemnified Party must respond to the claim or suit, whichever date is earlier.

#### 11. Mutual Non-Disclosure.

- a. The Parties acknowledge and agree that they each will have access to, acquire, receive, become familiar with, and/or make use of confidential information belonging to the other Party. Each Party covenants and agrees that it will not at any time during or following the term of this Agreement, directly or indirectly, disclose, divulge, reveal, report, publish, transfer or use, for any purpose whatsoever, any confidential information (except with the prior written consent of the other Party) provided that such disclosure or use is solely for the benefit of Client in connection with the Services.
- b. Unless otherwise noted, confidential information belonging to Red Banyan shall include, but is not limited to, all preliminary competitive analyses and strategies prepared by Red Banyan in the course of the Services, and any database or list of media contacts developed by Red Banyan.
- c. Unless otherwise noted, Confidential Information belonging to Client shall include any information provided to Red Banyan that is expressly identified as "confidential," "trade secret," "privileged" or some other similar designation. The following information shall not be treated as confidential under this Agreement: (i) information that is already in the public domain or already known to Red Banyan (i.e., from an independent source) at the time of disclosure by Client; (ii) information that is disclosed to the public as part of the PR Campaign; and (iii) information that otherwise enters the public domain through no fault of Red Banyan.
- 12. Dispute Resolution. Any breach of the obligations contained herein would cause Red Banyan irreparable injury. In the event of any breach or threatened breach by Client, Red Banyan (i) shall be entitled to equitable relief, in addition to other rights and remedies existing in its favor and, (ii) may apply to any court of competent jurisdiction for specific performance and/or injunctive relief or other relief in order to enforce, or prevent violations of, the provisions of this Agreement (without posting a bond or other security).
- 13. Situs of Litigation and Controlling Law. The Parties mutually agree that this Agreement shall be governed by, and construed in accordance with the governing laws of the State of Florida, without regard to conflict of laws principles. In addition, the Parties further agree that the situs and venue for any and all claims, suits, disputes, and/or causes of action arising from this Agreement shall be situated exclusively in the courts in and for Broward County, Florida.
- 14. Independent Contractor. In performing services for the Client under this Agreement, Red Banyan shall be at all times an independent contractor and not an employee of the Client. This Agreement does not create a joint venture, partnership or other business entity of any kind and is for the

sole purpose of retaining Red Banyan as an independent contractor. The methodology for providing the Services shall be determined by Red Banyan, which may request direction from the Client on the scope of work and time frames by which work is expected to be completed and Red Banyan will be responsible for providing any and all resources necessary to accomplish the required tasks under this Agreement. Red Banyan will not in any manner represent or imply that it is an employee of the Client or take any action inconsistent with its position as an independent contractor. Red Banyan will have no authority to, and will not, (i) incur any liability for the account of the Client or (ii) execute or deliver any agreement, contract, instrument or other document for or on behalf of the Client.

#### 15. <u>Miscellaneous</u>:

- a. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party will not preclude or waive the right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.
- b. Notwithstanding any other provision in this Agreement to the contrary, the warranties, covenants and agreements herein contained will survive the execution and consummation of this Agreement and will continue until the applicable statute of limitations will have barred any claims thereon.
- c. Nothing contained in this Agreement will be construed as requiring the commission of any act contrary to law. Wherever there is any conflict between any provision of this Agreement and any statute, law, ordinance or regulation contrary to which the parties have no legal right to contract, the latter will prevail, but in such event the provisions of this Agreement thus affected will be curtailed and limited only to the extent necessary to conform with said requirement of law. In the event that any part, article, section, paragraph or clause of this Agreement will be held to be indefinite, invalid or otherwise unenforceable, the entire Agreement will not fail on account thereof, and the balance of the Agreement will continue in full force and effect.
- d. This Agreement may not be released, discharged, abandoned, supplemented, changed, amended or modified in any manner, orally or otherwise, except by a written instrument executed by both Parties.
- e. If any provision of this Agreement is held to be invalid, void or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.
- f. This Agreement (along with the attached Scope of Work) contains and constitutes the entire understanding and agreement between the Parties respecting the subject matter hereof and supersedes and cancels all previous negotiations, agreements, commitments, and writings in connection therewith. In the event of a conflict between this Agreement and the Scope of Work, this Agreement shall control.
- g. All notices and other communications required or permitted hereunder shall be in writing and shall be deemed given when delivered electronically via email:

If to the Consultant, to:

evan@redbanyan.com

If to the Client, to:

Kiari Liman-Tinguiri, Ambassador of Niger to the U.S. 2204 R St NW Washington, DC 20008 Mobile: (202) 702-2729 Klimantinguiriambdc@gmail.com

11. This Agreement may be executed in counterparts, and execution in such manner shall in no way affect or alter the validity of this Agreement or the rights and responsibilities of the Parties hereto. Facsimile or "PDF" signatures shall be treated as originals for all purposes applicable hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above. All persons signing this Agreement represent and warrant that they have the authority to bind their respective entities with respect to the subject matter contained herein.

> Embassy of Niger to the U.S. DocuSigned by:

kiari liman-tinguiri \_\_\_\_\_\_tinguiri

Title:\_Ambassador Date: 10/28/2022

RED BANYAN GROUP, LLC

Evan Nierman, Founder/CEO

#### SCOPE OF WORK FOR SERVICES TO EMBASSY OF NIGER TO THE U.S.

Red Banyan will provide the following deliverables:

- ⇒ Core messaging in preparation for the 2022 U.S. Africa Leaders Conference
- ⇒ Arrange meetings between key Members of Congress and the President of Niger
- ⇒ Arrange for at least two media interviews for the President of Niger
- ⇒ Arrange for broadcast interviews for the President of Niger
- ⇒ Craft an op-ed on the President of Niger's behalf and seek to place it in mainstream outlet

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